

DEED OF SALE

THIS INDENTURE IS MADE ON THIS THE DAY
OF _____, 2025.

: 2 :

All that ____ BHK Residential Flat, being Flat No._____, having Carpet Area of _____ Sq.ft. (Super Built-up Area _____ Sq.ft.) at _____ Floor of the building complex together with the right to park vehicle in the 1 (one) Parking Space measuring _____ Sq.ft. at Ground Floor of the building complex together with an impartible right/share in the land on which the same stands.

RERA REGISTRATION NO. :

BUILDING COMPLEX :

R.S. PLOT NO. : 171 & 166/806

I.R. PLOT NO. : 63 & 64

R.S. KHATIAN NO. : 82

I.R. KHATIAN NO. : 572,573,574,575

MOUZA : DABGRAM

J.I. NO. : 02

R.S. SHEET NO. : 08

I.R. SHEET NO. : 33

WARD NO. : 41 OF S.M.C.

PARGANA : BAIKUNTHAPUR

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

CONSIDERATION : Rs.

: 3 :

B E T W E E N

_____, Son of _____, Indian by Nationality, _____ by faith, _____ by occupation, residing at _____, P.O. - _____, P.S. - _____, District - _____, PIN - _____, in the State of _____, hereinafter called the " PURCHASER " (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assignees) of the " ONE PART ".

A N D

1. **SRI ASHISH AGARWAL, son of Late Kishan Kumar Agarwal, having I.Tax PAN:- APIPA7390A** and;
2. **SRI BIKASH AGARWAL, son of Late Kishan Kumar Agarwal, having I.Tax PAN:- AJHPA9126F** and;
3. **SRI AKASH AGARWAL, son of Late Kishan Kumar Agarwal, having I.Tax PAN:- AJHPA9125G** and;
4. **SMT. NEHA AGARWAL, wife of Sri Akash Agarwal, having I.Tax PAN:- BMFPA5359A**, all Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Oodlabari Bazar, P.O. Manabari, P.S. Mal, Pin Code – 735222, District Jalpaiguri, in the State of West Bengal, hereinafter called the " VENDOR " (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "VENDOR/SECOND PART".

A N D

NAKSHVAANI BUILDERS LLP a Limited Liability Partnership, having its Office at SHOP NO. F 18 , P B R TOWERS PVT LTD, FIRST FLOOR N/R DON BOSCO MORE, 2ND MILE SVK RD, JALPAIGURI, SILIGURI, WEST BENGAL, INDIA, 734001, represented by its Partner – SRI ASHISH AGARWAL, son of Late Kishan Kumar Agarwal,, Indian by Nationality, Hindu by faith, Business by occupation, residing at Oodlabari Bazar, P.O. Manabari, P.S. Mal, Pin Code – 735222, District Jalpaiguri, in the State of West Bengal, hereinafter called the " DEVELOPER " (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "DEVELOPER/THIRD PART".

- I. **WHEREAS** the above-named VENDORS - **(1) SRI ASHISH AGARWAL, & (2) SRI BIKASH AGARWAL** had jointly purchased for valuable consideration all that LAND IN TOTAL MEASURING 5 KATHA , situated within MOUZA DABGRAM, appertaining and forming part of R.S. Plot No. 171 corresponding to L.R. Plot No. 64, Recorded in R.S. Khatian No. 82 corresponding to L.R. Khatian No. 18, under R.S. Sheet No. 08, L.R. Sheet No. 33, J.L. No. 02, within Ward No. 41 of Siliguri Municipal Corporation, District Jalpaiguri, from Sri Shyamal Kumar Dutta Alias Shyamal Dutta son of Sri Ganendra Mohan Dutta alias Gyanendra Mohan Dutta, having I.Tax PAN :- ACLPD1979J, vide registered Deed of Conveyance (Sale):-
- Dated 20.01.2022, Registered in Book-I, Volume No. 0711-2022, Page from 29227 to 29252, being No. 071100760 for the year 2022, registered in the Office of the Additonal District Sub Registrar Bhaktinagar and;
- II. **AND WHEREAS** the above-named VENDORS - **(3) SRI AKASH AGARWAL, & (4) SMT NEHA AGARWAL** had jointly purchased for valuable consideration all that LAND IN TOTAL MEASURING 3 KATHA 5.5 CHATTAK , situated within MOUZA DABGRAM, appertaining and forming part of R.S. Plot No. 166/806 corresponding to L.R. Plot No. 63, Recorded in R.S. Khatian No. 82 corresponding to L.R. Khatian No. 52, under R.S. Sheet No. 08, L.R. Sheet No. 33, J.L. No. 02, within Ward No. 41 of Siliguri Municipal Corporation, District Jalpaiguri, from Smt Sunanda Dutta wife of Sri Shyamal Kumar Dutta Alias Shyamal Dutta, having I.Tax PAN :- ACLPD1825H, vide registered Deed of Conveyance (Sale):-
- Dated 20.01.2022, Registered in Book-I, Volume No. 0711-2020, Page from 29253-29278, being No. 071100759 for the year 2022, registered in the Office of the Additonal District Sub Registrar Bhaktinagar.
- III. **AND WHEREAS** in the manner aforesaid the above-named VENDORS herein of these presents, became the absolute and exclusive owners of all that piece and parcel IN **TOTAL MEASURING 8 Katha 5.5 Chattaks**, having permanent heritable and transferable right, title and interest therein, more fully and particularly described in the SCHEDULE "A" hereunder written.
- IV. **AND WHEREAS** the vendors herein have mutually entered into an existing Limited Liability Partnership in the name of “**NAKSHVAANI BUILDERS LLP**” (being the DEVELOPER herein) comprising themselves as the designated Partners of the said LLP. The Vendors have contributed their respective land described in the Schedule-"A" below into the said Firm. The construction/development work is carried out by the said Firm. It has been expressly agreed by all the Vendors/Partners that the said LLP shall collect the entire consideration against the sale/lease/transfer/etc. of the units and issue valid receipts thereof and discharge the intending purchasers/transferees from the payment thereof and to admit such receipts thereof.

- V. AND WHEREAS the Vendor is constructing a Parking plus _____ storied Residential building on the aforesaid land measuring 8 Kathas 5.5 Chattaks, more particularly described in the Schedule-A given _____ hereinbelow, as per plan _____ approved by _____.
- VI. AND WHEREAS the Vendor has divided the said building complex into several independent flats / units / premises / parking spaces along with the common facilities.
- VII. AND WHEREAS the Vendor has formulated a scheme to enable a person/party intending to have his/ her/ its/ their own flats / units/ premises/ parking spaces in the said building complex along with the undivided proportionate share and interest in the land on which the said building complex stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the flats / units/ premises/ parking spaces proportionate to the total constructed area on the said land.
- VIII. AND WHEREAS the Vendor has now firmly and finally decided to sell and has offered for sale to the Purchaser/s all that ____ BHK Residential Flat, being Flat No._____, having Carpet Area of _____ Sq.ft. (Super Built-up Area _____ Sq.ft.) at _____ Floor of the building complex together with the right to park vehicle in the 1 (one) Parking Space measuring _____ Sq.ft. at Ground Floor of the building complex, alongwith undivided proportionate share and interest in the land on which the said building complex stands, more particularly described in the Schedule-B given hereinbelow, for a valuable consideration of Rs._____ (Rupees _____) only.

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- IX. AND WHEREAS the Purchaser/s being in need of the Schedule-B property in ownership in the locality where the aforesaid building complex is situated and after inspecting the documents of title of the Vendor to the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building complex and considering the price so offered by the Vendor as fair, reasonable and highest has/have agreed to purchase from the Vendor the Schedule-B property with undivided common share or interest in the stairs, lift, open space, toilet, well and other fittings and fixtures and other common parts services of the building complex, free from all encumbrances, charges, liens, lispendens, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs._____ (Rupees) only.
- X. AND WHEREAS the Vendor has agreed to execute the deed of sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property at a consideration of Rs._____ (Rupees __) only under the conditions mentioned hereinunder. NOW

THIS INDENTURE WITNESSETH AS FOIIOWS

1. That in consideration of a sum of Rs._____ (Rupees _____) only, paid by the Purchaser/s to the Vendor, by Cheque/RTGS/NEFT/Demand Draft, the receipt of which is acknowledged by the Vendor by execution of these presents and the Vendor do hereby grants full discharge to the Purchaser/s from the payment thereof and the Vendor doth hereby conveys and transfers absolutely the Schedule-B property to the Purchaser/s who will/shall now HAVE AND HOJD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Government of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircases as well as the common portions and areas and the COMMON PROVISIONS & UTILITIES (described in the Schedule-C given hereunder) and have also seen and inspected the construction work of the building complex to the extent constructed as on the date of execution of these presents and has / have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the Purchaser/s and shall have no claim whatsoever upon the Vendor as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the building and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the Purchaser/s shall have all rights, title and interest in the property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendor with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said property has been conveyed absolutely.

4. That the Purchaser/s hereby covenant/s with the Vendor not to dismantle, divide or partition the Schedule-B property hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be hold by the Purchaser/s as one and only one independent unit exclusively for residential and parking purposes.

5. That the Vendor declares that the interest which it professes to transfer hereby subsists as on the date of these presents and that the Vendor has not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made hereinabove and hereinafter are all true and in the event of any contrary, the Vendor shall be liable to make good the loss or injury which the Purchaser/s may suffer or sustain in resulting therefrom.

6. That the Vendor hereby covenants with the Purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendor under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor has full right and authority to transfer the Schedule - B property to the Purchaser/s in the manner as aforesaid and the Purchaser/s shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.

7. That the Purchaser/s shall permit entry at all reasonable times to the Vendor and/or its agents, employees representatives architect engineers, technicians, plumbers, electricians, carpenters, masons, building contractors, labourers, surveyors, for one or more of the purposes of inspecting, examining, checking, testing constructing, developing, repairing, altering, modifying, installing, erecting, fixing, any thing whatsoever in relation and/or development and/or protection and/or safety of the building/s being constructed on the Schedule-A land including the COMMON PROVISIONS & UTILITIES or any part or parts thereof.

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That the Purchaser/s shall not do any act, deed or thing whereby the development/construction of the said building complex is in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C. Ltd., Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s. The Vendor shall have no responsibility or any liability in this respect.

9. That the Vendor further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest to the Purchaser/s of the property hereby conveyed at the cost of the Purchaser/s.

10. That the Purchaser/s shall have the right to get his/her/their name/s mutated with respect to the said Schedule-B property both at the Office of the B.I. & I.R.O. and Siliguri Municipal Corporation and get it numbered as a separate holding and shall pay municipal taxes as may be levied upon him/her/them from time to time.

11. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building complex.

12. That the Purchaser/s shall have proportionate right, title and interest in the land alongwith other occupants/owners of the building complex. It is hereby declared that the interest in the land is impartible.

13. That the Vendor will pay upto date municipal taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

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14. That the Vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property from the date of registration except for unsold portion of the building complex which shall be borne by the Vendor proportionately with all the Purchaser/s unless separately levied upon and charged for.

15. That the upkeep and maintenance of the COMMON PROVISIONS & UTILITIES shall be looked after by the Vendor on collection of maintenance from flat / unit / premises owners and thereafter the owners and occupants of different flats / units / premises shall form and constitute an Apartment Owners' Association by framing a proper Memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership of flat / unit / premises and as soon as the owners and occupants form and constitute such Association all the rights and liberties as well as the duties and obligation of the Vendor in respect of the maintenance and upkeep of the COMMON PROVISIONS & UTILITIES including realisation of common expenses and the compliance of various legal formalities or other formalities pertaining to the building shall vest into and devolve upon such Apartment Owners' Association.

16. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, choukidar, etc. as will be determined by the Vendor from time to time till the time an executive body or any other authority of the building or Apartment Owners' Association is formed to take care of the common maintenance of the building complex.

That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

17. That in case the Purchaser/s make/s default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-D given hereinunder) within time allowed by the Vendor or the Apartment Owners' Association, the Purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate the Vendor or the Association acting at the relevant time for any loss or damage suffered by the Vendor or the Association in consequence thereof.

18. That the Purchaser/s shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out or lease-out the Schedule-B property to whomsoever he/she/they intend to.

That the Purchaser shall prior to the transfer of the Schedule-B property shall obtain clearance certificate with respect to the COMMON EXPENSES from the Vendor or the Apartment Owners' Association.

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendor or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorised act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

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20. That the Purchaser/s further covenant/s with the Vendor not to injure, harm or cause damage to any part of the building complex including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary, the Purchaser/s shall be fully responsible for it and the Vendor shall not be held responsible in any manner whatsoever.

21. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building complex save the battery operated inverter.

22. That the Purchaser/s shall :

a) co-operate with the Vendor in the management and maintenance of the common portions of the building complex.

b) pay Goods and Service Tax and also comply with statutory laws, requisitions or notifications which will be applicable to the said unit or any part of and keep the Vendor saved harmless and indemnified in respect thereof.

c) not alter any outer portion, elevation of the building complex.

d) not decorate or paint or otherwise alter the colour scheme of the exterior of the Schedule-B property or the building or the common portions.

e) not throw and accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse in the common portion or the areas reserved by the Vendor save at the place as be indicated thereof.

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f) not claim any right whatsoever or howsoever over the said building complex or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials, pipes and cables for availing the facility of utilities and in particular not to claim any right in the covered or open spaces of the building complex or the said land not expressly sold and or granted to the Purchaser/s.

g) not put up or affix any board, name plate or other things or other similar articles in the common portions or outside walls of the said units of the building complex provided that nothing contained in this clause shall prevent the Purchaser/s in displaying a decent name plate in the place as specified by the Vendor.

h) not affix or draw any wires, cable or pipes from and to or through any of the common portions or outside walls of the building complex or other units.

23. That the Purchaser/s shall not be entitled to park any vehicle in the parking area of the other occupants/owners, common area, open space and passage within the building complex.

That the Purchaser/s shall reserve the right to park one car in the parking space at Ground Floor of the building complex hereby allotted in favour of the Purchaser/s by virtue of these presents.

24. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchaser/s and the Vendor or the other occupiers of the building shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to Court at Siliguri.

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SCHEDULE 'A'

ALL THAT the plots of land measuring about **8 Kathas 5.5 Chattaks**, appertaining to **R.S. Plot No. 171 & 166/806** Corresponding to **L.R. Plot No. 63 & 64** of Mouza **DABGRAM** of **Sheet no. 08(R.S), 33(LR)** recorded in the **R.S. Khatian No. 82(R.S.) 572,573,574,575(L R)** under the **BHAKTINAGAR** Police Station in the District of **JALPAIGURI** together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof and butted and bounded as follows:

ON THE NORTH : 3.050 M Wide Road

ON THE SOUTH : 9.145 Wide S.M.C. Road

ON THE EAST : Land & Building of Sri Om Narayan Pradhan, Sri Dipesh Kr. Gupta & Smt. Puja Devi

ON THE WEST : Land & House of Sri Manu Das & Sri Ranjay Dey

: 15 :

S C H E D U L E - B

A Commercial/residential flat premises having tiles flooring, admeasuring _____ Sq. Ft. of **Carpet Area**, _____ Sq. Ft. of **Built up Area** and _____ Sq. Ft. of **Super Built-up Area**, in **Wing _____, Floor _____, Flat No. _____ (Type: _____ BHK/ _____ Toilet)** and **right to use _____ (_____)** Medium size four-wheeler open/covered parking space, **being Parking No. _____ situated in _____ Block _____** in the Complex named and designed as **“GREEN FIELD”**, more fully shown in the Maps duly demarcated with “Red” colour therein together with undivided/unpartitionable proportionate right in the Schedule “A” land on which the flat stands in common with the other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

S C H E D U L E – C
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.

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2. All expenses for running and operating all machinery, equipments and installations, comprised in the common portions including water pumps, lift, including the cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal Tax, Water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchaser/s).
7. Costs of formation and operation of the service organisation including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services including water pump, etc. and lighting the common portions including system loss for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organisation for the common purposes.

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IN WITNESSES WHEREOF THE AUTHORISED SIGNATORY OF THE VENDOR IN GOOD HEALTH AND CONSCIOUS MIND HAS PUT HER SIGNATURES ON THIS DEED OF SALE ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1.

The contents of this document have been gone through and understood personally by the Purchaser/s and the Vendor.

VENDOR

2.

Drafted as per the instructions of the parties and explained the contents to them and printed in my office.